

Exhibit 374

PART 32

***United States of America ex rel. Ven-A-Care of the Florida Keys, Inc., et al.
v. Dey, Inc., et al., Civil Action No. 05-11084-PBS***

**Exhibit to the August 28, 2009 Declaration of Sarah L. Reid in Support
of Dey's Opposition to Plaintiffs' Motion for Partial Summary Judgment**

COMMON LAW COPYRIGHT NOTICE

Common Law Copyright Notice: All rights reserved regarding common-law trade-name/trademark, "MICHAEL TODD RICKS-BEY", a.k.a. MICHAEL TODD RICKS-BEY, "as well as any and all derivatives and variations in the spelling of said trade-name/trademark." Copyright 1977, A.D., by Michael Todd Ricks-Bey. Said trade-name/trademark, i.e., may neither be used nor reproduced neither in whole nor in part, nor in any manner being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, nor the agent of said Juristic Person, said display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyrighted described herein, nor any derivative of, nor any variation in the spelling of, said name without the prior, express written consent and acknowledgment of Michael Todd Ricks-Bey; hereinafter, "Secured Party". With the intent of copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without the prior, express written consent and acknowledgment of Michael Todd Ricks-Bey; as signified by the blue-ink signature of Michael Todd Ricks-Bey. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of: "MICHAEL TODD RICKS-BEY" a.k.a. MICHAEL TODD RICKS-BEY, "and all Juristic Person, and to re-inform and hold harmless by Debar, i.e. "MICHAEL TODD RICKS-BEY" a.k.a. MICHAEL TODD RICKS-BEY, in Hold Harmless and Indemnify Agreement Number HHB-1024004038-03, and any other MTRB, dated the 17th day of June, 1977, A.D., against all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, fees, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debar for any and every reason, purpose, and cause whatsoever.

SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT
IN EVENT OF UNAUTHORIZED USE

By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User", consent and agree that ANY USE OF "MICHAEL TODD RICKS-BEY" a.k.a. MICHAEL TODD RICKS-BEY, "OTHER THAN AUTHORIZED USE AS SET FORTH ABOVE, CONSTITUTES UNAUTHORIZED USE OF Secured Party's copyrighted property, and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a DEBTOR and "Michael Todd Ricks-Bey" is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and interest in any and all derivatives of, and variations in the spelling of: "MICHAEL TODD RICKS-BEY" a.k.a. MICHAEL TODD RICKS-BEY, (2) waives that this Security Agreement wherein User is debtor and Michael Todd Ricks-Bey is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, firm products, inventory, equipment, money, investment property, commercial user claims, levies of credit, letter-of-credit, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property, (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and Michael Todd Ricks-Bey is Secured Party (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a security in property pledged as collateral in Security Agreement described above in paragraph "(2)", and User's contractual obligation thereunder incurred has been fully satisfied, (5) authorizes Secured Party's filing of any and may not be considered, bogus, and that User will not claim that any such filing is bogus, (7) waives all consumer goods, firm products, inventory, equipment, money, investment property, commercial user claims, levies of credit, letter-of-credit, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms", with full authorization and power granted Secured Party for engaging in any and all actions on behalf of Secured Party as Authorized Representative for User, effective upon User's default, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, irrevocable as coupled with a security interest.

User further consents and agrees with all of the following additional terms of Self-Executing Contract/Security Agreement in Event of Unauthorized Use.

Payment Terms: In accordance with fees for unauthorized use of: "MICHAEL TODD RICKS-BEY" a.k.a. MICHAEL TODD RICKS-BEY, "as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "invoice", sending said fees, in sum and received.

Default Terms: In event of non-payment in full of all unauthorized use fees by User within ten (10) days of date invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth above in paragraph "(2)", immediately becomes property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(1)" and "(2)". User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale or auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-Executing Contract/Security Agreement in Event of Unauthorized Use", that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms", irrespective of any and all of User's former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms", User may cure User's default in only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized use fees itemized in invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(1)" and "(2)". User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited to, sale or auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-Executing Contract/Security Agreement in Event of Unauthorized Use", that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Recorded this 17th day of June 1977 and signed this 11th day of March 2007 C.E.

Without Prejudice - UCC 1-308, 1-101.6

Michael Todd Ricks-Bey
Michael Todd Ricks-Bey, Secured Party

VERIFICATION

Wahluke Nation of Moors)
Republic of Oklahoma) SS VERIFIED DECLARATION
County of Beckham)
United States of America)

I, Michael Todd Ricks-Bey, Declaration herein, one of the Private People in the Wahluke Nation of Moors, De Duglas Mound Ya and Currenawabwah of Virginia Republic, one of The United States of America, a union of republic states under penalties of perjury under The Laws of The United States of America and of the Oklahoma Republic and/or any "STATE OF", that Declaration is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of Declarant's personal knowledge and belief.

As a Notary Public for said County and State, I do hereby certify that on this 11th day of March, 2007, that Michael Todd Ricks-Bey, the above mentioned, appeared before me and executed the foregoing. Witness my hand and seal.

Michael Todd Ricks-Bey

Michael Todd Ricks-Bey, Secured Party
Holder in Due Course
Unlimited Commercial Liability
Without Prejudice UCC 1-308

Notary Public
My Commission Expires: 04/20/11



NOTE: Using a notary on this document or any other document does not constitute any foreign jurisdiction.

The purpose for notary is verification and acknowledgment of signer only and not for entrance into any foreign jurisdiction.

Form: CLC-031119972883-MTRB

Secured Party: Michael Todd Ricks-Bey
For the Common Law Copyright Notice 1977 by the Michael T. Ricks-Bey

HOLD HARMLESS AND INDEMNITY AGREEMENT

AGREEMENT NUMBER: HHI-102420042883-MTRB

Non-Negotiable – Private Between the Parties

DEBTOR

MICHAEL TODD RICKS
 MICHAEL T. RICKS
 RICKS, MICHAEL TODD
 RICKS, Michael Todd
 RICKS, Michael T.
 Michael T. Ricks

Post Office Box 440371
 Aurora, CO 80044-0371

DEBTOR

MICHAEL TODD RICKS-BEY
 MICHAEL T. RICKS-BEY
 RICKS-BEY, MICHAEL TODD
 RICKS-BEY, Michael Todd
 RICKS-BEY, Michael T.
 Michael T. Ricks-Bey

SECURED PARTY

Michael Todd Ricks-Beyo
 "Inhabitant," sui juris
 Unlimited Commercial Liability

"The State of Virginia"
 [46 Mulberry Avenue
 County of Newport News]
 Near [23607-4307]

...and any and all derivatives and variations in the spellings of said names.

Debtors Social Security Account Number: 229-96-2883

This Hold-Harmless and Indemnity Agreement is mutually agreed upon and entered into this Seventeenth Day of the Sixth Month in the Year of Our Lord One Thousand and Nineteen Seventy Seven between the juristic person: "MICHAEL TODD RICKS©, a.k.a. MICHAEL TODD RICKS-BEY©.", and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor", except, "Michael Todd Ricks-Beyo", the living breathing, flesh-and-blood man, known by the distinctive appellation Michael Todd Ricks-Beyo, hereinafter "Creditor".

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on Debtor for any reason, purpose and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor is not, and shall not, under any circumstance, or in any manner whatsoever, be considered an accommodation party, or a surety, for Debtor.

Defined Glossary of Terms

As used in this Hold-Harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstinate:

Form: HHI-102420042883-MTRB

Secured Party: Michael Todd Ricks-Bey©

For the Hold Harmless and Indemnity Agreement 1977 by the Michael Todd Ricks-Bey©

HOLD HARMLESS AND INDEMNITY AGREEMENT

- **Appellation:** In this Hold-Harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term with may be used in addressing, greeting calling out for, and making appeals of a particular living, breathing flesh-and-blood man.
- **Conduit:** In this Hold-Harmless and Indemnity Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name, "MICHAEL TODD RICKS©, a.k.a. MICHAEL TODD RICKS-BEY©", also known by any and all derivatives and variations in the spelling of said name of Debtor except all derivatives and variations in the spelling of the name of "Michael Todd Ricks-Beye", Creditor.
- **Creditor:** In this Hold-Harmless and Indemnity Agreement the term "Creditor" means "Michael Todd Ricks-Beye" and all derivatives and variations in the spelling of the name of "Michael Todd Ricks-Beye".
- **Debtor:** In this Hold-Harmless Indemnity Agreement the term "Debtor" means "MICHAEL TODD RICKSe", also known by any and all derivatives and variations in the spelling of said name excepting "Michael Todd Ricks-Beye" and all derivatives and variations in the spelling of the name of "Michael Todd Ricks-Beye".
- **Derivative:** In this Hold-Harmless Indemnity Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.
- **Ens legis:** In this Hold-Harmless Indemnity Agreement the term "ens legis" means a creature of the law; an artificial being, such as a corporation, considered as deriving its existence entirely from the law, as contrasted with a natural person.
- **Hold-Harmless and Indemnity Agreement:** In this Hold-Harmless and Indemnity Agreement the term "Hold-Harmless and Indemnity Agreement" means this Hold-Harmless and Indemnity Agreement No. **HHI-102420042883-MTRB** as this Hold-Harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re: this Hold-Harmless and Indemnity Agreement attached "MICHAEL TODD RICKS©, a.k.a. MICHAEL TODD RICKS-BEY©," and any and all derivatives and variations in the spelling of said name except, "Michael Todd Ricks-Beye". Common Law Copyright© 1977, by "Michael Todd Ricks-Beye". All Rights Reserved.

In this Hold-Harmless and Indemnity Agreement the term "Michael Todd Ricks-Beye" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Michael Todd Ricks-Beye and all derivatives and variations in the spelling of the name "Michael Todd

HOLD HARMLESS AND INDEMNITY AGREEMENT

Ricks-Beye". All rights are reserved re: use of "Michael Todd Ricks-Beye". Autograph
Common Law Copyright 1977.

- **Juristic person:** In this Hold-Harmless Indemnity Agreement the term "juristic person" means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain rights and duties of a human being; an imaginary entity, such as Debtor, i.e. MICHAEL TODD RICKS-BEY which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.
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"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal

operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar

device of the corporation—Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process, and none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." *Cardozo, J., Berkey v Third Avenue R. Co.*, 244 NY 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U. S. v SCOPHONY CORP. OF AMERICA*, 333 U. S. 795:68 S.Ct.855; 1948 U.S.

"Observation: A person has a property right in the use of his or her name which a person may transfer or assign." *Gracey v Maddin*, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).

- **Living, Breathing, flesh-and-blood man:** In this Private Agreement the term "living, breathing, flesh-and-blood man" means the Creditor, "Michael Todd Ricks-Bey", a sentient, living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person created by construct of law.
 - **Non obstinate:** In this Private Agreement the term "non obstinate" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.
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"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S.E. 70.

HOLD HARMLESS AND INDEMNITY AGREEMENT

- **Sentient, living being.** In this private agreement the term "sentient, living being" means the Creditor, i.e. Michael Todd Ricks-Bey, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.
- **Transmitting Utility.** In this Hold-Harmless and Indemnity Agreement the term "transmitting utility" means a 'commercial transmitting utility', i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. MICHAEL TODD RICKS©.
- **UCC.** In this Hold-Harmless and Indemnity Agreement the term "transmitting Utility" means Uniform Commercial Code.

This Hold-Harmless and Indemnity Agreement Number: **HHI-102420042883-MTRB** is dated this 17th day of June 1977.

Secured Party/Creditor accepts Debtor's signature in accordance with UCC §§ 1-201(39), 3-401(b).

VI. SIGNATURES

The Parties executes this Hold Harmless Agreement, Certified and Sworn True, on the Secured Party's" Inhabitant's Unlimited Commercial Liability. Secured Party ACCEPTS with House Joint Resolution 192 of June 5th, 1933, UCC § 1-104, 10-104 and UCC § 3-419. All signatures in accord with UCC §§ 3-419. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201 (39), 3-401(b) and accepts for value this Hold Harmless Agreement.

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL**

Executed this 17th day of June 1977 and signed this 11th day of March 2007 C.E.

MICHAEL TODD RICKS
MICHAEL TODD RICKS
DEBTOR, TRANSMITTING UTILITY
Employer ID. 229-96-2883
ALL DEBTOR Jointly & Severally
Are bound as one DEBTOR CORPORATION

Michael T. Ricks-Bey
Michael-Todd: Ricks-Bey©, Sui Juris
Secured Party, "Moorish Inhabitant"
Holder In Due Course
Unlimited Commercial Liability
Without Prejudice UCC § 1-308



HOLD HARMLESS AND INDEMNITY AGREEMENTVERIFICATION


Washitaw Nation of Muurs)

Republic of Oklahoma) SS VERIFIED DECLARATION

County of Beckham)

I, Michael-Todd: Ricks-Bey©, Declaration herein, one of the Private People in the Washitaw Nations of Muurs, de Dugdah Mound Ya and Commonwealth of Virginia Republic, one of The United States, of America, a union of republic states under penalties of perjury under The Laws of The United States of America and of the Oklahoma Republic or any "STATE OF", that Declarant is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of Declarant's personal knowledge and belief.

As a Notary Public for said County and State, I do hereby certify that on this 11th day of March, 2007, that Michael-Todd: Ricks-Bey©, the above mentioned, appeared before me and executed the foregoing. Witness my hand and seal:



Michael-Todd: Ricks-Bey©, Sui Juris
Secured Party, "Moorish Inhabitant"

Holder In Due Course

Unlimited Commercial Liability

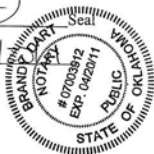
Without Prejudice UCC § 1-308




Brandy Dan

Notary Public

My Commission Expires: 04/11



NOTE: Using a notary on this document or any other document does not constitute any adhesion contract to the State. The purpose for notary is verification and acknowledgement of signer only and not for entrance into any foreign jurisdiction.

Form: HHI-102420042883-MTRB

Secured Party: Michael Todd Ricks-Bey©

For the Hold Harmless and Indemnity Agreement 1977 by the Michael Todd Ricks-Bey©

POWER OF ATTORNEY

Know All Men By These Presents: That I, "MICHAEL TODD RICKS©, a.k.a. MICHAEL TODD RICKS-BEY©", the DEBTOR, corporate entity, and 'ens legis', the undersigned, hereby make, constitute, and appoint Michael Todd Ricks-Beye, herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawful Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing, payable, or dischargeable, belonging to or accepted or claimed by me, or presented to the DEBTOR: "MICHAEL TODD RICKS©, a.k.a. MICHAEL TODD RICKS-BEY©", (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound, and/or discharge any claim or initiate any administrative claim for damages or to make any necessary demands;
2. To open, close, and manage any and all types of financial accounts with any public or private financial institution or the like, including but not limited to, savings, checking, time deposit, trust, money market, investment, and the like.
3. To exercise any or all of the following powers as to all kinds of personal property, private property, and any property, goods, wares, or merchandise, choices in action and any other property in possession or where a security interest is established and to or in other actions;
4. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts, fines, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the DEBTOR – "MICHAEL TODD RICKS©, a.k.a. MICHAEL TODD RICKS-BEY©"; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf;
5. To open Checking accounts whereupon being 'closed', to discharge any fines, fees, taxes and debts via adjustments and set-off.
6. To create, amend, supplement, and/or terminate any trust or the RES created by the United States of America government (District of Columbia) and ratified or exercised in any manner by any other State;
7. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver the same for any redress or remedy, claim, suit, or otherwise.

GIVING AND GRANTING, unto my said Attorney-In-Fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said